



## TERMS & CONDITIONS FOR SUBMISSION OF FILMS THROUGH FILMFREEWAY.COM

### I. APPLICATION OF THESE TERMS & CONDITIONS

1. The following terms and conditions (the “Terms”) govern the submission of a film (the “Film”) to Toronto International Film Festival Inc. (“TIFF”), through [filmfreeway.com](http://filmfreeway.com) (“FilmFreeway”), for consideration for the 2021 Toronto International Film Festival (the “Festival”). To the extent that this document is inconsistent with any other document prepared by TIFF or anyone else, this document will take precedence. Any questions about these Terms should be directed to [submissions@tiff.net](mailto:submissions@tiff.net).

### II. SUBMISSION AGREEMENT

1. By submitting a Film to TIFF for Festival consideration, the submitter (the “Applicant”) represents that they have (i) read, understood and agreed to the Terms, and (ii) obtained consent from any and all owners, creators, writers, producers, and/or other authorized representatives or rights holders of the Film whose consent is required to submit the Film to TIFF (the “Film Owners”).
2. Submissions fees are in Canadian dollars and are non-refundable.
3. TIFF may disqualify or reject, but is not required to do so, any submission that it determines, in its sole and absolute discretion would not be in TIFF’s best interest to include in the Festival, including, but not limited to, any Film that is not in compliance, in whole or in part, with these Terms, and may do so without refunding any submission or other fees paid by the Registrant or returning any materials submitted by the Registrant. Without limiting the generality of the foregoing, if any person connected to the Film is involved in, or alleged to be involved in, any situation or occurrence which subjects such person to public scandal, disrepute, widespread contempt, or public ridicule, that violates TIFF’s code of conduct, or that will tend to shock, insult or offend the community or public morals or decency or prejudice TIFF in general, then TIFF shall have the right, in its sole discretion, to take any action it deems appropriate, including but not limited to excluding such person from attendance at the Festival and/or disqualifying the Film from participation in the Festival.

### III. SUBMISSION CATEGORIES AND ELIGIBILITY

1. Films submitted to TIFF for Festival consideration under these Terms must be submitted in one of the categories set out below.
2. Films that do not meet the eligibility requirements for any of the below categories should not be submitted and will not be considered by TIFF.
3. For the purpose of the below categories, “Canadian” films are Films that were directed by a Canadian citizen or permanent resident of Canada and list Canada as one of the countries of production. All other Films are considered “international” films.
4. Submission categories:



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Category	Eligibility Requirements
<b>Canadian Features</b>	Canadian feature films with run times of 50 minutes or longer.
<b>Canadian Documentary Features</b>	Canadian documentary feature films with run times of 50 minutes or longer.
<b>Canadian Shorts</b>	Canadian films with run times of 49 minutes or less.
<b>International Features</b>	International feature films with run times of 50 minutes or longer.
<b>International Documentary Features</b>	International documentary feature films with run times of 50 minutes or longer.
<b>International Shorts</b>	International films with run times of 49 minutes or less.
<b>Primetime</b>	Serial content with a minimum of two chronological episodes, including the pilot, featuring a combined run time of 60 minutes or longer. In the case of anthologies, chronological episodes are not required.
<b>Wavelengths</b>	Artist film and video. Submissions to this category are by invitation only.

5. The Festival is organized into a series of programmes, which are subject to change from year to year but might include, for example: Contemporary World Cinema, Gala Presentations, Midnight Madness. TIFF may slot selected films into programmes at its sole and absolute discretion. More information about these programmes is available at [tiff.net](http://tiff.net).
  - i. Midnight Madness: If the Applicant wishes for the Film to be considered for inclusion in the Midnight Madness programme, the applicant should indicate this in their FilmFreeway application by selecting “Midnight Madness” as one of the answers to the following submissions question: “Please find a list of film tags below with their definitions. Check all that apply.”
6. TIFF prefers that all Short and Feature Films presented are, at minimum, North American premieres. TIFF will accept submissions that have already premiered in North America (with the exception of Toronto), but the Film’s premiere status will be taken into consideration when final programming decisions are made.
7. A Film will not be eligible for consideration and should not be submitted if:
  - a. the Film was completed prior to May 29, 2020; or
  - b. the Film was previously submitted to TIFF for Festival consideration (please note: we will accept a “new cut” of a film that was previously submitted to TIFF, provided that the Film still meets our eligibility requirements. We define a “new cut” as a Film that has undergone substantial changes including, but not limited to: editing, reshoots, or a new run time. Please submit a brief statement with your submission with reference to the new cut); or
  - c. the Film has been for sale on DVD/Blu-ray/VOD; or



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d. the Film:

- (i) had theatrical releases, or
- (ii) has aired on television, or
- (iii) has been available on a public streaming platform in North America; or

e. the Film has been publicly posted or exhibited online in North America (films that are publicly posted or exhibited online but geoblocked to a region outside of North America are still eligible for our Festival); or

f. the Film has had, or will have, a public presentation in Toronto and therefore will not have a premiere status prior to September 9, 2021.

TIFF reserves the right to rule, in its sole discretion, on cases and situations not foreseen by these Terms.

8. All Films must be submitted as online screeners via FilmFreeway (as described below).
9. All selected films must supply TIFF with an exhibition copy (“Exhibition Copy” or “Exhibition Copies”) of the Film by August 13, 2021, in a Theatrical Screening Format and/or Online Screening Format, as specified by TIFF upon invitation. Note that delivery requirements are different based on format.

a. Theatrical Screening Format: applicable to Theatrical Screening Copies of feature films and Primetime serial content that are scheduled for presentation in cinema.

b. Online Screening Format: applicable to Online Screening Copies of all feature films, short films in short programmes, and Primetime serial content presented on our online screening platform.

c. All non-English language films will be required to provide content with English subtitles.

d. All English language films will be required to have closed captions in English, providing a transcription of spoken dialogue and a description of audio cues.

## IV. PROCESS FOR SUBMISSION

### Submission Procedure

1. All Films submitted under these Terms must be submitted in accordance with the procedure outlined herein. TIFF may, but is not required to, disqualify or reject any Film that is not submitted in this way.
2. To submit a Film for Festival consideration, an Applicant must: (a) complete the registration process at FilmFreeway and pay the required fee as outlined in article V.(2) below, and (b) provide to TIFF an **online screener via FilmFreeway** for review by TIFF programming staff. TIFF does not accept submissions in any other manner or format, including: DVDs, content burned to Read/Write (RW) discs, Blu-ray discs, external online links, downloadable files, or trailers.



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- Applicants should test their online screeners thoroughly before submitting them, and ensure their online screener remains active on FilmFreeway until September 19, 2021. The Applicant has sole responsibility for ensuring that the submitted online screener plays in its entirety. The screener must contain English subtitles if the original language is not English. **TIFF is unable to view the online screener, TIFF may attempt, but is under no obligation, to contact the Applicant in order to obtain a replacement online screener.**
- TIFF will not review multiple versions of a submitted Film. Only one version of the Film may be submitted. If multiple versions are submitted, TIFF can not guarantee the newest version will be reviewed and may only view the version that was received first.
- Screeners will not be returned.
- TIFF is under no obligation to contact the Submitting Party should the Applicant not have adhered to the rules, set out in Articles I and IV herein. Submission fees are non-refundable.

### V. SUBMISSION DEADLINES AND FEES

- In order to be eligible for consideration, submission screeners must be submitted online via FilmFreeway, with a FilmFreeway registration completed and all fees paid, by the deadlines outlined below.
- Submission fees and deadlines for 2021 are as follows:

NOTE: All fees are denoted in Canadian dollars.

Category	Early-bird submission deadline & fee (CAD)	Standard submission deadline & fee (CAD)
Canadian Features	March 26, 2021 (11:59 pm EDT) \$70.00	May 28, 2021 (11:59 pm EDT) \$135.00
Canadian Documentary Features	March 26, 2021 (11:59 pm EDT) \$70.00	May 28, 2021 (11:59 pm EDT) \$135.00
Canadian Shorts	March 26, 2021 (11:59 pm EDT) \$35.00	May 14, 2021 (11:59 pm EDT) \$65.00
International Features	March 26, 2021 (11:59 pm EDT) \$100.00	May 28, 2021 (11:59 pm EDT) \$135.00



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<b>International Documentary Features</b>	March 26, 2021 (11:59 pm EDT)  \$100.00	May 28, 2021 (11:59 pm EDT)  \$135.00
<b>International Shorts</b>	March 26, 2021 (11:59 pm EDT)  \$65.00	May 14, 2021 (11:59 pm EDT)  \$95.00
<b>Primetime</b>	March 26, 2021 (11:59 pm EDT)  \$65.00	May 28, 2021 (11:59 pm EDT)  \$95.00
<b>Wavelengths</b>		May 28, 2021 (11:59 pm EDT)  Submissions to this category are by invitation only

3. TIFF may accept late submissions in its sole and absolute discretion, but an additional submission fee may apply (see V.(2)).
4. TIFF may revise submission deadlines in its sole and absolute discretion at any time.
5. Submissions fees are non-refundable.

**VI. SELECTION**

1. TIFF will consider for inclusion in the Festival all eligible films that have been submitted by the above deadline and in accordance with these Terms. TIFF reserves the right to consider for inclusion in the Festival, and include in the Festival, films received at any time and through any means, channel, or process, including means, channels, or processes other than those outlined in these Terms. Nothing in these Terms or otherwise requires TIFF to select for Festival inclusion any of the Films submitted through the process outlined in these Terms.
2. All selection decisions are at the sole and absolute discretion of TIFF, and are final and unreviewable. TIFF is not required to provide any feedback, comments, or reasons, or any other information, regarding the selection or non-selection of any submitted Film or the process by which Films are or have been selected. TIFF is not responsible or liable for its selection decisions; for the contents of any internal comments or feedback regarding the Film that are or may be obtained from the Applicant or anyone else; for any communications by any representative of TIFF relating to the Film or the Festival selection process; for the manner in which the Film shall be, is, or was considered and reviewed; or for any failure on the part of the Festival to provide the Applicant or anyone else with information concerning TIFF's consideration and/or review of the Film.



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3. TIFF will notify by August 20, 2021, all Applicants who have been selected to participate in the Festival. All Applicants who are not selected to participate in the Festival will be contacted by email on or around August 20, 2021. TIFF will contact Applicants using the contact information provided in the FilmFreeway registration form. Applicants are responsible for providing correct and functional contact information. TIFF is not responsible for any failed attempts to contact Applicants using the contact information provided.

### VII. INTELLECTUAL PROPERTY, LEGAL CLAIMS, AND INDEMNITIES

1. By submitting the film to TIFF, the Applicant and Film Owners (the “Submitting Parties”) hereby warrant and represent that: (i) the Film is wholly original and is not copied from and does not include any other work that is the subject of copyright or other protection, unless such work is in the public domain or the Submitting Parties have obtained any and all consents, releases, licenses, and other authorizations or waivers of any kind necessary for the inclusion or reproduction of any person, character, location, thing, trademark, sound recording, musical composition, or other work in the Film; (ii) the Film does not defame any person or violate the common law or statutory rights, including, without limitation, the rights of privacy and publicity or any other right of any person; (iii) the Film is not the subject of litigation or any dispute that may give rise to litigation; (iv) there are no agreements, nor will there be any agreements made subsequent to the date of this Film submission, that would or could have the effect of impairing the Submitting Parties’ ability to provide the Film as contemplated herein, or otherwise conflict with any provision of these Terms; and (v) the Submitting Parties have the full right, power, and authority to submit the Film to TIFF for Festival consideration, and to grant all of the rights granted hereunder and in the FilmFreeway registration form, including, without limitation, the right to screen the Film in Festival venues and/or digitally on TIFF’s online screening platform, and there is no prior obligation or impediment which would in any way impair or restrict the Submitting Parties from fully performing all obligations pursuant to the submission and these Terms.
2. The Submitting Parties agree to indemnify and hold harmless TIFF, its licensees, successors, and assigns, and its and their members, officers, directors, employees, agents, representatives, associates, volunteers, and affiliates (each, a “Releasee”), from any claim, suit, action, or other proceeding brought against a Releasee and from any losses, costs, or damages, including the Releasee’s full legal fees and costs, which it may have suffered or incurred or may suffer or incur, directly or indirectly based on, in connection with, or arising from the use and exhibition of the Film submitted by the Applicant, including, without limitation, the decision to exhibit or not exhibit the Film, which decision shall be in TIFF’s sole and absolute discretion, or the breach or alleged breach of any representation, warranty, or other agreement made by the Applicant in these Terms, or in the Applicant’s FilmFreeway registration form.
3. TIFF takes reasonable anti-piracy and security precautions. While in TIFF’s possession, all Films are securely stored and regularly inventoried. Access to Films is limited to TIFF staff who require access in order to screen and consider submissions. No duplication and loaning of Films is permitted. Digital Screenings made available on TIFF’s online screening platform will possess, at minimum, (i) access restrictions to accredited delegates and ticket purchasers, (ii) forensic watermarking on the content, (iii) geoblocking capabilities, and (iv) restrictions on concurrent streaming across devices. By submitting a Film to TIFF, the Submitting Parties hereby release TIFF from any and all liability in the event of theft, unauthorized access or copying, or any breach of copyright of the Film while it is in TIFF’s possession or on TIFF’s online screening platform.



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### VIII. SAFETY AND RESPECT

1. A cornerstone of TIFF's belief system is that everyone has the right to respect, as well as fair and equitable treatment from others. TIFF does not tolerate violence, mistreatment, or harassment — verbal, physical, sexual, or otherwise — towards staff, Volunteers, delegates, audience members, attendees at any of our festivals, conferences, or events or in any correspondence with staff, including during the submission process. Our staff and Volunteers are committed to ensuring the best possible experience for all of our attendees. If the safety of our guests is in question, we will take immediate steps to ensure the matter is addressed.

### IX. COVID-19 HEALTH AND SAFETY PRECAUTIONS

1. Due to the ongoing pandemic and its changing landscape, the nature of the 2021 Toronto International Film Festival has not yet been determined. We are exploring all options and anticipate a hybrid of digital and physical screenings. The scale of the Festival may affect the number of films officially selected.

TIFF is working closely with the Province of Ontario, the City of Toronto, and public health officials on the safe execution of the Festival, our number one priority being the health and well-being of both Festival filmgoers and the residents of the entire community. TIFF will continue to monitor and communicate to our filmmaking community all developments on the pandemic, and will adhere to the guidelines and recommendations made by government health officials. Guests invited to the Festival for any in-person events understand that they must follow the health and safety instructions directed by the government and facilitated by TIFF, and must disclose if they have been experiencing symptoms associated with COVID-19, or have tested positive for COVID-19, for the safety of all TIFF guests, staff, and patrons. TIFF may revise its COVID-19 guidelines and policies at any time in accordance with the recommendations of public health officials and other experts in this field. TIFF reserves the right to deny admission to any person who fails to adhere to the policies in place at the time of the Festival. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Guests voluntarily assume all risks related to the exposure to COVID-19 and agree not to hold TIFF liable for any illness that may result.

### X. OTHER

1. TIFF reserves the right to rule, in its sole and absolute discretion, on cases and situations not foreseen by these Terms.